

Annual Contract Competitive Proposal Request A21-0419	CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION	RESPONSES MUST BE RECEIVED BY: <b>09/17/2021</b> <b>11:00 AM CST</b>
TITLE: <b>A.C. 21-0419-SUMP PUMPS</b>		RETURN BID TO: PURCHASING DIVISION
ANNUAL CONTRACT NO: <b>A21-0419</b> AD DATES: <b>08/30 &amp; 09/07</b>		<u>Mailing Address:</u> PO Box 1471 Baton Rouge, LA 70821 <u>Physical Address:</u> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802 <b>***NOTE: U.S. Postal Regular &amp; Expedited Mail do not deliver to our physical address; delays may occur due to City-Parish Mailroom processing</b>
SHIP TO ADDRESS: <b>City of Baton Rouge DPW WAREHOUSE 3055 VALLEY ST. Baton Rouge, LA 70805</b>		<b>Contact Regarding Inquiries:</b> Purchasing Analyst : <b>Arvin F. Jones</b> Telephone Number: <b>225-389-3259 x 3267</b> Email: <a href="mailto:afjones@brla.gov">afjones@brla.gov</a>
VENDOR NAME		MAILING ADDRESS
REMIT TO ADDRESS		CITY, STATE, ZIP
TELEPHONE NO.	FAX NO.	E-MAIL
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER		TITLE
AUTHORIZED SIGNATURE <b>(Required)</b>		PRINTED NAME
<b>QUESTIONS TO BE COMPLETED BY VENDOR:</b>  1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER  2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, of less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.  3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)		

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

**Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.**

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **The City will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals shall be rejected and returned.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.bidexpress.com](http://www.bidexpress.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.
10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.

12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. All bidders should submit with their bid, or have on file with the Purchasing Division, a City - Parish Business Profile Data Form. The Business Profile Data Form is available at the Purchasing Department section of the City of Baton Rouge website, [www.brla.gov](http://www.brla.gov), or by calling the Purchasing Department at 225-389-3259.
19. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
20. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
21. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
22. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?  
  
YES \_\_\_\_ NO \_\_\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
23. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
24. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana

Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

25. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
26. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
27. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

28. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
29. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
30. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
31. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

32. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

## **FEDERAL CLAUSES, IF APPLICABLE.**

### **I. Remedies for Breach**

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

### **II. Termination and Settlement**

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

### **III. Access to Records**

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

### **IV. Equal Employment Opportunity**

Bidder acknowledges that all contracts shall contain provisions requiring compliance with

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

### **V. Copeland "Anti-Kickback" Act**

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18

U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

### **VI. Davis-Bacon Act**

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

### **VII. Contract Work Hours and Safety Standards Act**

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

#### VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms Under Governments Grants, Contracts, and Cooperative Agreements"

#### IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

#### X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

#### XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.



### **Additional Requirements**

**Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

**Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

**Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

Due to the COVID-19 emergency situation and in light of the Louisiana Governor’s Proclamation Number JBE 2020-30, the City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is temporarily suspending in-person attendance by vendors at public bid openings for bids published by our office.

Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:

Join by phone

+1-408-418-9388 United States Toll

Access code: 263 373 080 (followed by the # button)

Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):

United States Toll (Boston) +1-617-315-0704

United States Toll (Chicago) +1-312-535-8110

United States Toll (Dallas) +1-469-210-7159

United States Toll (Denver) +1-720-650-7664

United States Toll (Jacksonville) +1-904-900-2303

United States Toll (Los Angeles) +1-213-306-3065

This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening date and time.



## **INQUIRY PERIOD**

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing.

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* bidders to conduct their in-depth review of the bid document and submit inquiries in a timely manner.

All inquiries shall be received by 5:00 p.m. **9-10-2021**.

**INQUIRIES AND/OR QUESTIONS SHALL NOT BE ENTERTAINED THEREAFTER.**

Inquiries are to be directed as follows:

Arvin F. Jones, Purchasing Analyst  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826 (Hand Delivery)  
Baton Rouge, LA 70802  
or  
P. O. Box 1471  
Baton Rouge, LA 70821  
or  
Email: [afjones@brla.gov](mailto:afjones@brla.gov)  
or Fax (225) 389-4841

## **Specifications:**

The brand and model used in this specification is used only to denote the general style, type, character and quality standard of the supplies requested. Please note the brand and model that you are bidding in the designated spaces provided. If bidding other than specified, sufficient information should be enclosed with the bid to in order to determine quality, suitability, compatibility and compliance with the specifications.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE PER WEEK
<b>NEW AND CURRENT MODEL SUMP PUMP ZOELLER #M-292, or approved equal per specifications attached.</b>					
<b>0001</b>	<b>Manufacturer:</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <b>Model:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <b>Warranty:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div>	<b>15</b>	<b>EACH</b>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>
<b>NEW AND CURRENT MODEL SUMP PUMP ZOELLER #M137 or approved equal per specifications attached.</b>					
<b>0002</b>	<b>Manufacturer:</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <b>Model:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <b>Warranty:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div>	<b>40</b>	<b>EACH</b>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>
<b>NEW AND CURRENT MODEL SUMP PUMP GOULDS 3886, 1/2 HP, AUTOMATIC W/FLOAT SWITCH or approved equal per specifications attached.</b>					
<b>0003</b>	<b>Manufacturer:</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <b>Model:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <b>Warranty:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div>	<b>12</b>	<b>EACH</b>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>
ITEM NO.	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PER WEEK
<b>NEW AND CURRENT MODEL CORROSION RESISTANT COMPLETELY SUBMERSIBLE PUMP GOULDS 3887, 1/2 HP or approved equal per specifications attached.</b>					
<b>0004</b>	<b>Manufacturer:</b> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <b>Model:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <b>Warranty:</b> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div>	<b>12</b>	<b>EACH</b>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>	\$ <div style="border-bottom: 1px solid black; width: 50px; display: inline-block;"></div>

NEW AND CURRENT MODEL SUMP PUMP GOULDS 3887, 1 HP or approved equal per specifications attached.					
0005	Manufacturer: _____	12	EACH	\$ _____	\$ _____
	Model: _____				
	Warranty: _____				
NEW AND CURRENT MODEL COMPLETELY SUBMERSIBLE CAST IRON PUMP GOULDS 3871, 0.4 HP or approved equal per specifications attached.					
0006	Manufacturer: _____	30	EACH	\$ _____	\$ _____
	Model: _____				
	Warranty: _____				

**NOTE: THERE WILL BE NO MINIMUM NUMBER PER ORDER.**  
**PUMPS WILL BE PURCHASED ON AN AS NEEDED**

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**Specifications:**

General: It is the intent of this proposal to establish prices for the purchase and delivery of new and current model Sump Pumps as specified below. The quantities shown are estimates based upon past usage. Actual quantities purchased may not equal the amount shown for each item. These specifications represent standard requirements for City Parish. Bids are based on the totality of "YES" responses. "YES" response(s) provided by bidders that are found to be incorrect during bid evaluation may result in a determination of bid non-responsiveness.

<b>MINIMUM SPECIFICATIONS DESCRIPTIONS. ATTACH DEVIATION NOTES TO PROPOSAL.</b>	<b>MEET SPECIFICATIONS</b>	
	<b>YES</b>	<b>NO</b>
As a minimum (any non-compliance must be marked "NO") each unit shall be equipped This specification establishes the minimum requirements for The intent of this proposal is to establish prices for the purchase and delivery of new and current model <b>Sump Pumps</b> as specified below. If bidding other than the brand specified, two (2) copies of detailed technical data must be submitted with the bid. General sales brochures will not be sufficient. The evaluation of the product offered and the determination of the lowest responsive and responsible bidder will be the sole responsibility of the Purchasing Division after consultation with the using agency. Equipment proposed must be fully compatible with existing equipment for the City of Baton Rouge.		
<b>ITEM 0001 ZOELLER M292 PUMP OR APPROVED EQUAL</b>		
Sump Pump with non-clogging vortex impeller design		
2" inlet and 2" flanged discharge		
Pump must be capable of handling 2" solids.		
Pump to be float operated		
submersible 2 pole mechanical switch		
The upper sleeve bearing and lower ball bearing is to be running in bath of oil.		
Motor to be ½ hp, single phase		
115v, 60 Hz, 3450 RPM with automatic reset thermal overload protection		
oil filled and hermetically sealed		
20 foot UL listed three wire neoprene cord and plug.		
<b>ITEM 0002 ZOELLER M137 PUMP OR APPROVED EQUAL</b>		
Sump pump with non-clogging vortex impeller capable of handling 5/8" solids and a NPT discharge of 1-1/2"		
Switch to be automatic float operated		
2 pole mechanical submersible quick change NEMA6 type to turn-on level approximately 9-1/2" with turn-off level approximately 3-1/2".		
Motor to be ½ hp, split-phase relay-start		
1725 RPM, 115v, 60 Hz single phase with built-in thermal overload protection.		
Power cord to be a minimum of 8 foot length.		
Motor housing to be cast iron and aluminum, with cast iron volute, bronze impeller and stainless steel motor shaft.		
Dayton Non Automatic without a float switch included or approved equal.		
Unit must be no larger than 12" width and 13" height.		
The warranty shall be a minimum of 12 months from the date received in the warehouse.		
<b>ITEM 0003 GOULDS 3886 – ½ HP PUMP OR APPROVED EQUAL</b>		
Goulds Pumps, Model 3886 WS0511B		
½ HP, 1 phase, 15 volts, 60 hz, pump rated for 60 GPM		
19ft. total dynamic head.		
Pump(s) shall have 2 inch NPT integral vertical discharge and be capable of handling sewage containing 2" maximum non-abrasive solids.		

Motor shall be protected by mechanical shaft seal mounted on the pump shaft.		
Seal to be constructed of a silicon carbide vs. silicon carbide sealing faces.		
The upper mechanical seal shall be tensioned by an independent spring system constructed of series 300 stainless steel metal components and BUNA-N elastomers.		
The impeller shall be semi-open with (pump out) vanes on the top of the impeller for protection of the lower mechanical seal and hydraulic balance		
Spin balancing shall be required for smooth operation.		
Only single plane		
The impeller shall be threaded to the solid series 400 stainless steel shaft.		
Pumps provided for three phase service shall be secured by a thread-locking feature which will prevent the impeller from loosening during short periods of reverse rotation as might occur when rotation direction is being verified outside the installation.		
The casing shall be cast from ASTM A48 class 25 gray cast iron of sufficient thickness to withstand 1.5 times the shut off pressure generated by the largest impeller available for this model in accordance with current revision of the hydraulic institute standards.		
The discharge connection shall be a standard 2 inch NPT suitable for direct connection to the station piping, without the use of any external fittings or adapters for vertical orientation of the discharge direction.		
Integral feet of cast iron shall be made a part of the casing for accurately positioning the pump suction opening at the correct elevation off the sump floor.		
The impeller, casing, bearing/seal housing and motor cover shall be of ASTM A48 Class 25 high quality cast iron.		
The pump/motor shaft wetted-end shall be series 400 stainless steel.		
Both inner and outer surfaces of cast iron shall be electrocoat-painted with thermo-setting Acrylic Enamel baked twenty minutes @ 350° F. after castings are completely machined.		
The integral motor shall be completely sealed from the environment by use of circular cross section o-rings fitted into machined grooves which shall provide designed compression of metal to metal fits.		
Designs which require a specific torque on the casing bolts or which require rectangular gaskets or sealing rings shall not be allowed.		
The motor shall be rated for continuous duty under full nameplate load while at full submergence.		
The motor shall be provided as specified at 115V single phase or 460V three phase and all at 60Hz.		
Single phase motors: shall be capacitor-start.		
All single phase motors shall be provided with thermal protection.		
Single phase motors shall have an on winding sensor with automatic reset.		
Three phase motors shall be protected by ambient compensated quick-trip heaters, or adjustable motor circuit protectors provided in control.		
The stator winding shall be open type with class B insulation suitable for operation in clean dielectric oil for efficient heat transfer and lubrication of the ball bearings.		
The stator shall be a register fit into the bearing housing to ensure positive alignment, and bolted for ease of serviceability.		
The motor shall be provided with ball type anti-friction bearings which shall support the heavy duty rotor shaft and to handle all radial and axial loads imposed by the impeller while limiting shaft deflection at the mechanical seal faces.		
Sleeve type bearings shall not be considered equal and, therefore, shall not be allowed.		
The ball bearings shall be designed for a B-10 life of 30,000 hours minimum.		
The motor shall be designed and tested to withstand an 18 day locked-rotor operation		

without damage.		
The power cable shall be sealed at the motor end as it enters the motor casing by a two part barrier to moisture intrusion.		
The first line of defense shall be the compression of the oil and chemical resistant grommet which shall seal the outer jacket of the power cord.		
In the event that the outer jacket of the power cord should become damaged, then the second line of defense shall be the epoxy poured isolated conductors within the jacketed cable itself.		
The insulation shall be removed from the individual conductors and the epoxy shall be allowed to form a leak-proof seal against wicking of the power cable between the outer jacket and the insulation of the individual conductors.		
The outer jacket of the power cord shall be oil resistant and water resistant.		
The power cable shall be rated for NEC severe service "S", type "SJTW" or "STOW".		
The warranty shall be a minimum of 18 months from the date received in the warehouse		
<b>ITEM 0004 GOULDS 3887 – ½ HP PUMP OR APPROVED EQUAL</b>		
Goulds Pumps, Model 3887BFWS0511BF		
½ HP, 1 phase, 115 volts, 60 Hz, pump rated for 80 GPM, at 10 ft. Total Dynamic Head.		
<b>ITEM 0005 GOULDS 3887 – 1 HP PUMP OR APPROVED EQUAL</b>		
Goulds pump model 3887BHFWS1034BHF		
1 HP, 3 phase, 460 volts, 60 Hz, pump(s) rated for 55 GPM, at 40 ft.		
Total Dynamic Head		
<b>ITEM 0006 GOULDS 3871 – 0.4 HP PUMP OR APPROVED EQUAL</b>		
Goulds Pumps, Model 3871-EP0411F		
Application: Liquid-Dewatering and Water Transfer		
GPM-30		
TDH-26'		
Solids up to ¾" maximum		
Single phase, 0.4 HP, 115 V, 60 Hz, 1550 RP, built in overload with automatic reset		
Fully submerged in high-grade turbine oil for lubrication and efficient heat transfer.		
Upper and lower heavy-duty ball bearing design.		
Unit capable of running dry without damage to components.		
Power Cord: 20 foot length, 16/3 SJTW with three prong grounding plug.		
Impeller: Thermoplastic Semi open design with pump out vanes for mechanical seal protection.		
Casing and Base: Rugged thermoplastic design provides superior strength and corrosion resistance.		
Motor Housing: Cast iron for efficient heat transfer, strength, and durability.		
Motor Cover: Thermoplastic cover with integral handle and float switch attachment points.		
Temperature: 104 degrees continuous operation, 140 degrees intermittent operation.		
The warranty shall be a minimum of 18 months from the date received in the warehouse		

**ATTACH DEVIATION NOTES:**



## AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the 01 day of November, 2021, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following services:**

Annual Contract Number and Title\_A21-0419 "SUMP PUMPS".

Contract Period: November 01, 2021 THRU October 31, 2022 with renewal options

Awarded Lines:

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
  - A. Bid Documents complete with terms and conditions
  - B. The Contractor's Proposal with all attachments.
  - C. The Specifications
  - D. The following enumerated addenda:
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit :
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

\_\_\_\_\_

By \_\_\_\_\_  
**Sharon Weston Broome, Mayor-President**

WITNESS:

**Contractor**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Typed Name and Title)